

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6971908

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
COWELL INTERNATIONAL INC.	10/15/2021
NORTH ATLANTIC IMPORTS, LLC	10/15/2021
RECEIVING PARTY DATA	
Name:	WHITE OAK GLOBAL ADVISORS, LLC
Street Address:	3 EMBARCADERO CENTER SUITE 550
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 76	
Property Type	Number
Patent Number:	D638654
Patent Number:	8820310
Patent Number:	D694056
Patent Number:	7686010
Patent Number:	8578927
Patent Number:	9182129
Patent Number:	9848731
Patent Number:	10413123
Patent Number:	9915432
Patent Number:	10327588
Patent Number:	10952564
Patent Number:	10660473
Patent Number:	10588461
Patent Number:	10888193
Patent Number:	10772467
Patent Number:	10995964
Patent Number:	10779682
Patent Number:	10327589
Patent Number:	10959572

Property Type	Number
Patent Number:	D893870
Patent Number:	D905501
Patent Number:	D918006
Patent Number:	D927918
Patent Number:	D927928
Application Number:	14458875
Application Number:	61767249
Application Number:	16573935
Application Number:	62452483
Application Number:	62331666
Application Number:	62331673
Application Number:	62650586
Application Number:	16819578
Application Number:	17143837
Application Number:	17184535
Application Number:	62503156
Application Number:	17020331
Application Number:	62578278
Application Number:	17231177
Application Number:	62648442
Application Number:	17019529
Application Number:	62669500
Application Number:	16405899
Application Number:	62703353
Application Number:	62678436
Application Number:	16428605
Application Number:	16520744
Application Number:	62736662
Application Number:	16584778
Application Number:	29672455
Application Number:	29672461
Application Number:	62740932
Application Number:	16588102
Application Number:	17214815
Application Number:	29692968
Application Number:	29692969
Application Number:	62873844
Application Number:	16926681

Property Type	Number
Application Number:	62958946
Application Number:	17143880
Application Number:	62966496
Application Number:	17160189
Application Number:	62975143
Application Number:	17174334
Application Number:	63033690
Application Number:	17337310
Application Number:	63007750
Application Number:	17227219
Application Number:	63057235
Application Number:	63092380
Application Number:	63072653
Application Number:	63119564
Application Number:	63178434
Application Number:	63218308
Application Number:	63192485
Application Number:	63232630
Application Number:	17385881

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: JENNIFER TINDIE

Address Line 1: 1025 CONNECTICUT AVE., NW, SUITE 712

Address Line 2: COGENY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1499757
NAME OF SUBMITTER:	JOHN KLINE
SIGNATURE:	/John Kline/
DATE SIGNED:	10/15/2021

Total Attachments: 14

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 15th day of October, 2021, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WHITE OAK GLOBAL ADVISORS, LLC**, a Delaware limited liability company, as Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement dated as of October 15, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”), by and among Holdings, as a Guarantor, **NORTH ATLANTIC IMPORTS, LLC**, a Utah limited liability company (“North Atlantic” or “Borrower”), the several financial institutions from time to time party thereto as Lenders, and Administrative Agent, the Lending Parties have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lending Parties are willing to make the financial accommodations to Borrower as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lending Parties, that certain Guaranty and Security Agreement, dated as of October 15, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lending Parties, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of each of the Lending Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under

any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Lending Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lending Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Administrative Agent reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND

JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. TERMINATION. This Patent Security Agreement and the Security Interest in the Patent Collateral granted hereby shall terminate in accordance with the terms of the Guaranty and Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

COWELL INTERNATIONAL INC.,
a Utah corporation

By: _____
Name: Yao Chum (Shawn) Lee
Title: Authorized Officer

NORTH ATLANTIC IMPORTS, LLC,
a Utah limited liability company

By: _____
Name: Roger G. Dahle
Title: Chief Executive Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

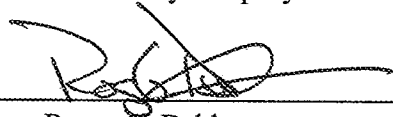
IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

COWELL INTERNATIONAL INC.,
a Utah corporation

By: _____
Name: Yao Chun (Shawn) Lee
Title: Authorized Officer

NORTH ATLANTIC IMPORTS, LLC,
a Utah limited liability company

By:  _____
Name: Roger G. Dable
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company

By: 

Name: Barbara J.S. McKee

Title: Managing Partner

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Filing Date
North Atlantic Imports, LLC	United States	Portable Cooking Stove	D638,654	8/2/2010
North Atlantic Imports, LLC	United States	Portable Cooking Stove	8,820,310	8/23/2010
North Atlantic Imports, LLC	United States	Multipurpose Cooking Griddle	D694,056	3/14/2012
North Atlantic Imports, LLC	United States	High Temperature Bake Oven	7,686,010	3/7/2008
North Atlantic Imports, LLC	United States	High Temperature Bake Oven and Method	8,578,927	2/25/2010
North Atlantic Imports, LLC	United States	System, Device, and Method for Baking a Food Product	9,182,129	2/20/2014
North Atlantic Imports, LLC	United States	System, Device, and Method for Baking a Food Product	9,848,731	10/7/2015
North Atlantic Imports, LLC	United States	System, Device, and Method for Baking a Food Product	10,413,123	12/23/2017
North Atlantic Imports, LLC	United States	Portable Cooking Stove	9,915,432	8/13/2014
North Atlantic Imports, LLC	United States	Griddle Device, System, and Method	10,327,588	4/29/2014

North Atlantic Imports, LLC	United States	Griddle Device, System, and Method	10,952,564	6/21/2019
North Atlantic Imports, LLC	United States	System, Device and Method For Controlling Convective Heating of Griddle	10,660,473	4/29/2017
North Atlantic Imports, LLC	United States	Gas Heated Cooking Device, System, and Accessory Thereof	10,588,461	1/31/2018
North Atlantic Imports, LLC	United States	Portable Outdoor Cooking Device, System, and Accessory Thereof	10,888,193	3/27/2019
North Atlantic Imports, LLC	United States	Cooking Station and System with Removable Insert having Multiple Cooking Modes	10,772,467	5/4/2018
North Atlantic Imports, LLC	United States	Griddle Cooking Station and Method Thereof	10,995,964	10/25/2018
North Atlantic Imports, LLC	United States	Outdoor Cooking Station, Side Shelf, and Method Thereof	10,779,682	3/25/2019
North Atlantic Imports, LLC	United States	Outdoor Cooking Station with Griddle, System and Method Thereof	10,327,589	12/21/2018
North Atlantic Imports, LLC	United States	Outdoor Cooking Station with Griddle, System and Method Thereof	10,959,572	6/21/2019
North Atlantic Imports, LLC	United States	Portable Storage Container	D893,870	1/23/2019

North Atlantic Imports, LLC	United States	Cooking Utensil Handle	D905,501	5/31/2019
North Atlantic Imports, LLC	United States	Knob for a Cooking Station	D918,006	9/30/2019
North Atlantic Imports, LLC	United States	Outdoor Cooking Station	D927,918	5/30/2019
North Atlantic Imports, LLC	United States	Portable Stand	D927,928	12/5/2018
North Atlantic Imports, LLC	United States	Portable Cooking Stove	14/458,875	8/13/2014
North Atlantic Imports, LLC	United States	System, Device, and Method for Baking a Food Product	61/767,249	
North Atlantic Imports, LLC	United States	System, Device, and Method for Baking a Food Product	16/573,935	9/17/2019
North Atlantic Imports, LLC	United States	Gas Heated Cooking Device, System, and Accessory Thereof	62/452,483	
North Atlantic Imports, LLC	United States	Griddle Device, System, and Method	62/331,666	
North Atlantic Imports, LLC	United States	Griddle Cooking Station and Method Thereof	62/331,673	
North Atlantic Imports, LLC	United States	Portable Outdoor Cooking Device, System, and Accessory Thereof	62/650,586	
North Atlantic Imports, LLC	United States	Gas Heated Cooking Device, System, and Accessory Thereof	16/819,578	3/16/2020

North Atlantic Imports, LLC	United States	Portable Outdoor Cooking Device, System, and Accessory Thereof	17/143,837	1/7/2021
North Atlantic Imports, LLC	United States	Portable Outdoor Cooking Device, System, and Accessory Thereof	17/184,535	2/24/2021
North Atlantic Imports, LLC	United States	Cooking Station and System with Removable Insert having Multiple Cooking Modes	62/503,156	
North Atlantic Imports, LLC	United States	Cooking Station and System with Removable Insert having Multiple Cooking Modes	17/020,331	9/14/2020
North Atlantic Imports, LLC	United States	Griddle Cooking Station and Method Thereof	62/578,278	
North Atlantic Imports, LLC	United States	Griddle Cooking Station and Method Thereof	17/231,177	
North Atlantic Imports, LLC	United States	Outdoor Cooking Station, Side Shelf, and Method Thereof	62/648,442	
North Atlantic Imports, LLC	United States	Outdoor Cooking Station, Side Shelf, and Method Thereof	17/019,529	9/14/2020
North Atlantic Imports, LLC	United States	Outdoor Cooking Station, Side Shelf, and Method Thereof	62/669,500	
North Atlantic Imports, LLC	United States	Outdoor Cooking Station with Warming Chamber	16/405,899	5/7/2019

		and Method Thereof		
North Atlantic Imports, LLC	United States	Outdoor Cooking Station with Multiple Independent Cooking Modes Chamber and Method Thereof	62/703,353	
North Atlantic Imports, LLC	United States	Outdoor Cooking Station with Multiple Independent Cooking Modes Chamber and Method Thereof	62/678,436	
North Atlantic Imports, LLC	United States	Outdoor Cooking Station with Multiple Independent Cooking Modes Chamber and Method Thereof	16/428,605	5/31/2019
North Atlantic Imports, LLC	United States	Outdoor Cooking Station with Range Portion and Method Thereof	16/520,744	7/24/2019
North Atlantic Imports, LLC	United States	Outdoor Cooking Station and System with Removable Insulated Insert and Method Thereof	62/736,662	
North Atlantic Imports, LLC	United States	Outdoor Cooking Station and System with Removable Insulated Insert and Method Thereof	16/584,778	9/26/2019
North Atlantic Imports, LLC	United States	Legs for an Outdoor Cooking Station	29/672,455	

North Atlantic Imports, LLC	United States	Portable Stand	29/672,461	12/5/2018
North Atlantic Imports, LLC	United States	Apparatus for Spreading Butter and Method Thereof	62/740,932	
North Atlantic Imports, LLC	United States	Apparatus for Spreading Butter and Method Thereof	16/588,102	9/30/2019
North Atlantic Imports, LLC	United States	Outdoor Cooking Station with Griddle, System and Method Thereof	17/214,815	
North Atlantic Imports, LLC	United States	Outdoor Cooking Station	29/692,968	
North Atlantic Imports, LLC	United States	Outdoor Cooking Station	29/692,969	5/30/2019
North Atlantic Imports, LLC	United States	Heating Channeling System for Outdoor Cooking Station with Griddle and Method Thereof	62/873,844	
North Atlantic Imports, LLC	United States	Heating Channeling System for Outdoor Cooking Station with Griddle and Method Thereof	16/926,681	7/11/2020
North Atlantic Imports, LLC	United States	Outdoor Cooking Kit, System and Method Thereof	62/958,946	
North Atlantic Imports, LLC	United States	Outdoor Cooking Kit, System and Method Thereof	17/143,880	1/7/2021

North Atlantic Imports, LLC	United States	Adjustable Warming Rack and Method Thereof	62/966,496	
North Atlantic Imports, LLC	United States	Adjustable Warming Rack and Method Thereof	17/160,189	1/27/2021
North Atlantic Imports, LLC	United States	Griddle Cooking Station and Method Thereof	62/975,143	
North Atlantic Imports, LLC	United States	Griddle Cooking Station and Method Thereof	17/174,334	2/11/2021
North Atlantic Imports, LLC	United States	Pellet Feeder System and Method Thereof	63/033,690	
North Atlantic Imports, LLC	United States	Outdoor Cooking Station for Smoking Food and Method Thereof	17/337,310	
North Atlantic Imports, LLC	United States	Griddle Cooking Station with Hood and Method Thereof	63/007,750	
North Atlantic Imports, LLC	United States	Griddle Cooking Station with Hood and Method Thereof	17/227,219	
North Atlantic Imports, LLC	United States	Outdoor Cooking Station for Smoking Food and Method Thereof	63/057,235	
North Atlantic Imports, LLC	United States	Valve Structure for Propane Tank and Method Thereof	63/092,380	
North Atlantic Imports, LLC	United States	Adjustable Low Pressure Regulator for Feeding Has to Outdoor Cooking	63/072,653	

		Station and Method Thereof		
North Atlantic Imports, LLC	United States	Basting Cover Apparatus and Method Thereof	63/119,564	
North Atlantic Imports, LLC	United States	Cooking Station and Griddle with Understructure and Method Thereof	63/178,434	
North Atlantic Imports, LLC	United States	Oven Cooking System, Accessory Device and Method Thereof	63/218,308	
North Atlantic Imports, LLC	United States	Cooking System Including Wind Guard Device and Method Thereof	63/192,485	
North Atlantic Imports, LLC	United States	Outdoor Cooking Station with Multiple Independent Cooking Modes and Method Thereof	63/232,630	
North Atlantic Imports, LLC	United States	Outdoor Cooking Station for Smoking Food and Method Thereof	17/385,881	
North Atlantic Imports, LLC	Canada	High Temper Bake Oven	CA 2,639,471	9/11/2008

Patent Licenses

That certain Sale and Royalty Agreement, dated as of July 1, 2014, by and between North Atlantic Imports, LLC and Willard Gustavsen.